

VOLKSWAGEN

GROUP OF AMERICA

CONFIDENTIALITY AGREEMENT

VOLKSWAGEN Group of America, Inc. (“VWGoA”) or (“Company”) is prepared to furnish you with certain information which is either confidential, proprietary or otherwise not generally available to the public to assist you in making an evaluation of the business and prospects with regard to a possible transaction with the company.

As a condition to furnishing you such information, you agree as follows:

1. Non-disclosure of Confidential Information. The Confidential Information (as defined in Section 4) will not be used other than in connection with the purpose described above, and will be kept confidential by you and your directors, officers, employees and representatives (collectively, “Representatives”). Confidential Information may be disclosed only, (a) to your Representatives, (b) only to such Representatives as need to know the Confidential Information for the purpose described above, and (c) only in strict accordance with Section 3 of this Agreement. Such Representatives shall be informed by you of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purpose described above. Such Representatives shall agree in writing to be bound by the terms of this Agreement as a condition of receiving the Confidential Information. In any event, you shall be responsible for any breach of the Agreement by any of your Representatives. Neither you nor any of your Representatives shall use or disclose to any person Confidential Information other than as expressly permitted by this Agreement, and you will use your best efforts, and cause each of your Representatives to whom Confidential Information has been disclosed to use his or her best efforts, to safeguard the Confidential Information from unauthorized disclosure or use. The term “person” as used in this agreement shall be broadly interpreted to include without limitation any individual, corporation, company, partnership or other entity.
2. Non-disclosure of Discussions. Without the prior written consent of the Company, you will not, and will direct your Representatives not to, disclose to any person the fact that the Confidential Information has been made available to you or that you have inspected any portion of the Confidential Information, or that discussions with respect to the above purpose are taking place or any other facts with respect to these discussions, including the status thereof.
3. Notice of Attempts to Compel Disclosure. If you or your Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, you will promptly notify VWGoA of such request or requirement so the VWGoA may seek an appropriate protective order or waive compliance with provisions of the

Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, you or your Representatives are, in the written opinion of your counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, you may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. You shall not be liable for the disclosure of Confidential Information pursuant to the preceding sentence unless such disclosure was caused by you or your Representatives and not otherwise permitted by this Agreement. You will exercise your best efforts to assist VWGoA. in obtaining a protective order and in providing other reliable assurance that confidential treatment will be accorded the Confidential Information.

4. Definition of “Confidential Information”. As used herein, “Confidential Information” means all information written and oral, that is furnished to you or your Representatives by VWGoA which concerns VWGoA unless the recipient can establish that such information is generally available to the public. Any information furnished to you or your Representatives by a director, officer, employee or representative of VWGoA shall be deemed for the purposes of this Agreement to be furnished by VWGoA.

Notwithstanding the the fact that information may become or may have become publicly available through no fault of you or your Representatives, neither you nor your Representatives will disclose (until specifically released in writing from your obligations hereunder by Volkswagen) (a) the identity of Volkswagen and (b) Volkswagen’s other Confidential Information.

5. Return of Information. You shall keep a record of the Confidential Information furnished to you and of the location of such Confidential Information. The written Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compliance, studies or other documents prepared by or for you, will be returned to VWGoA immediately upon the company’s request, and no copies shall be retained by you or your Representatives. That portion of the Confidential Information that may be found in analyses, compliance, studies or other documents prepared by or for you, oral Confidential Information and written Confidential Information not so requested or returned will be held by you and kept subject to the terms of this Agreement or destroyed.
6. No Warranty of Accuracy. You understand that VWGoA has endeavored to include in the information furnished you materials believed to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither VWGoA, nor any of their directors, officers, employees or representatives makes any representation or warranty as to the accuracy or completeness of any information which is provided. Except as such representations and warranties, if any, are included in an executed definitive agreement,

neither the company, nor any officer, director, employee, representative or agent of the company shall have any liability to you or your Representatives. For the purposes of this Section 6, "information" is deemed to include all information furnished by VWGoA to you, whether or not Confidential Information as defined by Section 4.

7. No Solicitation. Without VWGoA's prior written consent, neither you nor any of your affiliates will solicit for employment any person who is currently employed by VWGoA or any of its subsidiaries if such solicitation arises, directly or indirectly, out of your review of the Confidential Information.

8. No Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. Remedies, Headings, Jurisdiction and Governing Law. Money damage would not be a sufficient remedy for any breach of this Agreement by you or your Representatives, and VWGoA shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by you or any of your Representatives but shall be in addition to all other remedies available at law or equity to the company, including indemnification for every loss, cost, damage or expense, including attorney's fees. This Agreement is for the benefit of VWGoA and may be enforced by us. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. You consent to personal jurisdiction in any action brought in any court, federal or state, within the State of Michigan having subject matter jurisdiction arising under this Agreement. The Agreement shall be governed and construed in accordance with the internal laws of the State of Michigan applicable to such agreements.

Agreed and Accepted:

By: _____

Title

Company